

**Agreement and evidence of transfer of claim  
Lehman Program Security**

MAY 31 2011

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **TARGOBANK AG & Co. KGaA f/k/a Citibank Privatkunden AG & Co. KGaA** ("Transferor") hereby unconditionally and irrevocably transfers and assigns to

Mr. Guenter Holtkoetter

name of customer

(the "Transferee"), as of the date hereof, an undivided interest, to the extent of \$ 113,608.00, which is equal to 0.023980571 % and as specified in Schedule 1 attached hereto (the "Transferred Claim"), in Transferor's right, title and interest in and to, or arising under or in connection with Proof of Claim Number **55404** filed by or on behalf of

Mr. Guenter Holtkoetter

name of customer

(the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), but only to the extent related to the Transferred Claim. For the avoidance of doubt, the Transferred Claim will not encompass Transferor's rights, title or interests in and to and arising in relation to the Proof of Claim or the security or securities except to the extent of \$ 113,608.00, which is equal to 0.023980571 % and as specified in Schedule 1 attached hereto.

2. Transferor hereby waives any objection to the transfer of the Transferred Claim to Transferee on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claim, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Transferee. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Transferee.

3. Transferor's and Transferee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with German law, excluding any conflict of laws provisions (Kollisionsrecht). Particular allowance shall be made for the fact that this Agreement is to be used to comply with certain requirements relevant under US Federal Law or the laws of the State of New York.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 13 th day of May 2011.

**TARGOBANK AG & Co. KGaA f/k/a  
Citibank Privatkunden AG & Co. KGaA on behalf of**

Mr. Guenter Holtkoetter  
name of customer

By

Name Mr. Oliver Staempges Mr. Theo Peters

Title Area Director Area Manager

Kasernenstr. 10

address

40213 Duesseldorf, Germany

city, state, zip

Mr. Guenter Holtkoetter  
name of customer

By

Name Mr. Guenter Holtkoetter

Title

Allhornweg 12  
address

22359 Hamburg, Germany

city, state, zip

## Transferred Claim

\$ 113,608.00 of \$ 473,750,188 (the outstanding amount of the Proof of Claim as of

13 May 2011

date of Agreement and Evidence of Transfer) together with accrued and unpaid interest.

## Lehman Programs Securities to which Transfer Relates

[illegible]

